Davidson County DEEDWARR
Recvd: 06/17/02 08:46 2pgs
Fees:13.00 Taxes:458.43

20020617-0072830

STATE OF TENNESSEE)
COUNTY OF Davidson)

Map/Parcel No. 105-11-232.00

I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $123,900.0

Address of New Owner:
Jonathan D. Smith
655 Wedgewood Ave
Nashville, TN 37203

AFFIANT

Sworn to and subscribed before me this 17 day of June, 2002.

Send Tax Notices to:
Cuna Mutual Mortgage
2908 Marketplace Drive
Suite 100
Madison, WI 53719

NOTARY PUBLIC My commission expires: 5/30/05

LAURA SHOUN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned, R. JAMES WALLER, III, a married person, hereinafter referred to as Grantor, has bargained and sold, and by these presents does transfer and convey unto Jonathan D. Smith, and Christina M Smith, hereinafter referred to as Grantee/s, their/his/her heirs and assigns forever, all of his right, title and interest in the following described real estate, situated in Davidson County, State of Tennessee, to wit:

See legal description, Attachment "A" hereto, made a part hereof.

This is improved property, known as 655 Wedgewood Avenue, Nashville, TN 37203.

THIS CONVEYANCE IS SUBJECT TO easements and building setback lines of record at Book 1, page 44, of the Chancery Court at Nashville; and to the 2002 Davidson County property taxes, which are being prorated.

TINA M. WALLER, the spouse of Grantor R. JAMES WALLER, III, joins in this conveyance, transferring any and all interest she may have in the subject real property to the Grantee(s).

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEE(S), his/her/their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), his/her/their heirs and assigns, against the lawful claims of all persons whomsoever. Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises. Wherever used herein, the singular form shall include the plural, the plural the singular, and the use of any gender-specific pronoun shall be applicable to all genders.

IN WITNESS WHEREOF, the said R. JAMES WALLER, III and TINA M. WALLER have hereunto set their signature, this 16 day of April, 2002.

R James Waller III
R. JAMES WALLER, III

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named R. JAMES WALLER, III, a married person, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing Warranty Deed for the purposes and considerations therein contained.

WITNESS my hand and official seal of office this 16th day of April, 2002.

WAYNE THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires: My Commission Expires SEPT. 24, 2005 NOTARY PUBLIC

TINA M. WALLER

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named TINA M. WALLER, a married person, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing Warranty Deed for the purposes and considerations therein contained.

WITNESS my hand and official seal of office this 16th day of April, 2002.

J. WAYNE THOMAS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My commission expires: _____ NOTARY PUBLIC

My Commission Expires SEPT 24, 2005

Exhibit "A": Legal Description.

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to--wit:

BEING part of the South part of Lot No. 12 on the Plan of the Estate of Joseph Horton, deceased, of record in Book 1, page 44, of Chancery Court at Nashville, described as follows:

BEGINNING at a point in the Southerly margin of Wedgewood Avenue, the Northwest corner of the Hahn property, being approximately 21-1/2 feet West of the common line between Lots No. 12 and 13; thence with said Avenue Westerly 75 feet to a point; thence Southerly 169 feet to a point, the Southwest corner of the Hahn property; thence with the line of the same, Northerly 167 feet, more or less, to that point of the beginning.

BEING the same property conveyed to R. James Waller, III, unmarried, by Warranty Deed, from Anthony L. Tinin, dated May 28, 1999, recorded June 3, 1999, of record in Book 11509, page 32, Register's Office for Davidson County, Tennessee.

This Instrument Prepared By:
J. Wayne Thomas, Attorney at Law
RELS/Real Estate Loan Services of Tennessee, Inc.
1100 Kermit Drive, Suite 204
Nashville, TN 37217

When Recorded Return to:

RELS
1100 Kermit Drive, Suite 204
Nashville, TN 37217